

**LETTER OF AGREEMENT**  
**BETWEEN**  
**CITY OF SANTA MONICA**  
**AND**  
**MANAGEMENT TEAM ASSOCIATION**

Representatives of the City of Santa Monica (City) and Management Team Association (MTA) have reached an understanding as to the impacts of the City's restructuring and budget reduction process approved by City Council on May 5, 2020, in response to the COVID-19 public health crisis, which has resulted in a reduction in force affecting employees represented by MTA.

Recognition:

As described in the Memorandum of Understanding between the parties, the City recognizes MTA as the employee organization exclusively representing the bargaining unit described in MOU section 1.05 ("Recognized Employee Organization"). In April 2020, MTA affiliated with AFSCME District Council 36 and, as of May 1, 2020, adopted the name "AFSCME Local 4819, Management Team Association." This affiliation and name change shall not affect the status of Management Team Association as the Recognized Employee Organization under the Meyers-Milias Brown Act, Cal Gov Code 3500, et seq., and the City's Employer-Employee Relations Ordinance, and shall not affect the scope of the bargaining unit represented by MTA.

This Letter of Agreement shall operate to amend the current Memorandum of Understanding between the parties (Contract No. 10547 (CCS)) that presently is in full force and effect, as follows:

1. Lay-off Severance Package

In addition to the accrued leave cash outs to which employees separated from City employment are legally or contractually entitled as of the date of their separation, the City will provide a severance package to each MTA employee being separated from the City due to layoff because either (a) the employee's position has been eliminated as a result of the City reorganization described above or (b) the employee has been bumped from his or her position because another employee's position was eliminated as a result of the City reorganization described above.

The City and MTA agree that for purposes of negotiating a severance package, MTA represents two employees who will separate from City service due to the restructuring of City operations. One employee, Alisa Orduna, joined the City as an at-will employee whose employment contract specified that she would receive MTA-negotiated benefits. Further, Ms. Orduna voluntarily paid MTA union dues during her tenure at the City. In recognition of Ms. Orduna's receiving the same benefits as MTA members as well as her consistent voluntary payment of union dues, the City and MTA agree that MTA represents Ms. Orduna in impact bargaining negotiations limited to the City restructuring as described above.

The severance package will include:

- a. A severance payment for the two laid off employees represented by MTA in impact bargaining negotiations of an average of \$16,000 per separated employee, for a total of \$32,000, to be divided among the two employees as follows: \$15,000 for the employee with

less than 10 years of City service as of June 20, 2020, and \$17,000 for the employee with more than 10 years of City service as of June 20, 2020.

- b. If the City agrees to a severance payment for laid off employees of more than an average of \$16,000 per separated employee (or agrees to provide any such laid off employees with an additional item of value that causes the average severance package to exceed a value of \$16,000) with any of the following bargaining units: ATA, IBT, FEMA, Local 1109, MEA, PALSSU, PAU, POA, SMART-TD, or STA, then the City shall provide such MTA employees with the same severance amount and/or item of value as agreed to with the other bargaining units.
- c. Sick leave cash-out per section 3.09 of the Memorandum of Understanding between the City and MTA, Contract No. 10547 (CCS), that the employee would have been eligible to receive had the separation from City service occurred after July 1, 2020.

Employees who received a layoff notice between May 11, 2020, and May 20, 2020, shall be separated from City employment effective June 21, 2020. Employees who received a layoff notice between May 21, 2020, and June 4, 2020, shall be separated from City employment effective July 5, 2020. Employees who received a layoff notice after June 4, 2020, shall be separated from City employment effective July 19, 2020.

If the City agrees to a later separation date for employees represented by ATA, IBT, FEMA, Local 1109, MEA, POA, SMART-TD, or STA noticed during any of the above date ranges, then the separation date for MTA employees subject to separation due to lay off shall be extended by a commensurate amount of time for those employees noticed during the same date ranges. However, this commensurate extension does not apply in the case of employees in the foregoing bargaining units who, due to the bumping process and the length of the bumping ladder, would separate from City service after July 18, 2020.

In consideration for the foregoing benefits, each laid off MTA employee shall execute a severance agreement and general release and waiver of all claims against the City, as specified in Attachment A. The City and MTA agree that if a separating employee fails to sign the severance agreement and general release and waiver of all claims against the City, then the employee shall still be separated from City service consistent with the separation dates outlined above, but shall forfeit all benefits described in subsections a., b., and c. above.

## 2. Position Reinstatement

Notwithstanding the provisions of City Charter section 1109 and Santa Monica Municipal Code section 2.04.380, the parties agree as follows:

- a. If at any time between the execution of this Agreement and July 6, 2022, the City reinstates the same position or creates a position with substantially similar job duties to the position from which an employee was laid off, as provided in City Charter section 1109 and Santa Monica Municipal Code section 2.08.380, then the person(s) laid off from that position will be offered the position, in reverse order in which the layoffs occurred in a particular Department, as soon as practicable following position establishment. If all persons who were laid off from an eligible position have been offered and decline to accept the reinstated or created position, the City may recruit for the position through the City's regular hiring policies and procedures. If the reinstated or created position is included in the Fiscal Year 2022-2023 budget as adopted by Council, it will be deemed to be established for purposes of this

provision. If an employee declines reinstatement, the employee shall be removed from the re-employment list.

- b. If at any time between the execution of this Agreement and July 6, 2022, the City reinstates the same position or creates a position with substantially similar job duties (consistent with City Charter section 1109 and Santa Monica Municipal Code section 2.04.380) to the position from which one or more employees who received layoff notices exercised their "bumping rights," in accordance with Santa Monica Municipal Code section 2.04.390, to bump down into a position of lower rank, the employees who bumped down to a lower position will be offered the reinstated or created position, in the reverse order in which the layoffs occurred in a particular Department, as soon as practicable following position establishment. If the reinstated or created position is included in the Fiscal Year 2022-2023 budget as adopted by Council, it will be deemed to be established for purposes of this provision.
- 3. Y-Rating: For purposes of impact bargaining over the City's restructuring resulting from Council action on May 5, 2020, the City and MTA agree that the Y-Rating provision in section 2.06 of the MTA MOU shall be interpreted in the following manner:

An employee whose position is abolished, resulting in a demotion to a lower position through either the bumping or the add/delete process, shall be Y-rated with his/her current salary until the salary of the new classification exceeds his/her Y-rated salary.


An employee who is bumped out of his/her position or otherwise displaced as a result of the City's restructuring approved on May 5, 2020, shall not be Y-rated.


- 4. The terms of the Letter of Agreement only apply to the reduction in force resulting from Council action on May 5, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Agreement to be executed this \_\_\_\_\_ day of 7/24/2020, 2020.

CITY OF SANTA MONICA  
a municipal corporation

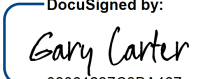
ATTEST:

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 \_\_\_\_\_  
 DENISE ANDERSON-WARREN  
 City Clerk  
 Interim City Manager

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 \_\_\_\_\_  
 LANE DILG

APPROVED AS TO FORM: AFSCME Local 4819, Management Team Association

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 GEORGE CARDONA

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 GARY CARTER

Interim City Attorney

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*Bob Adams*  
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BOB ADAMS

Attachments:

- A. Severance Agreement and General Release and Waiver